ELECTIONS—NON-CONSTITUTIONAL OFFICES—WOMEN.—The Constitution of North Dakota limited the elective franchise to male persons. *Held,* that this does not preclude the legislature from authorizing women to vote for village officers who are created by it since the legislature has plenary powers to regulate the affairs of municipalities. *Spatgen* v. *O'Neil et al.,* (N. D. 1918), 169 N. W. 491.

The court refused to express an opinion whether women could vote for all non-constitutional officers but it suggested that it believed in the affirmative. The decision is confined to cases arising in the regulation of local government. In *Belles* v. *Burr,* 76 Mich. 1, where the legislature was entrusted with the creation of school districts women could vote in school elections, but see *Coffin* v. *Kennedy,* 97 Mich. 188. Women were allowed to vote on matters of public improvement in *Spitzer* v. *Village of Fulton,* 172 N. Y. 285. There is some authority to the contrary. In *People ex rel. Van Bakkelen* v. *Canaday,* 73 N. C. 198, the legislature could not change the period of residence of city electors since the Constitution applied to all elections—which was construed to include general and local elections. In *Board of Election Commissioners of the City of Indianapolis et al.* v. *Knight* (Ind.), 117 N. E. 565, the court held that the description in the Constitution designating who are entitled to vote is exclusive of all others, on the principle that *expressio unius est exclusio alterius.* See also *State ex rel. Allison* v. *Blake,* 57 N. J. L. 6. But in *Scown* v. *Czarnecki,* 264 Ill. 305, L. R. A. 1915 B, 247, the court went farther than the principal holding and decided that the legislature could extend the suffrage to women in all cases of election of non-constitutional officers. The court reasoned that the power of the legislature is unlimited except as restricted expressly or impliedly by the Constitution; hence the vote could be extended without regard to constitutional limitations in matters wholly without the constitutional sphere. This conclusion does not seem any less logical than the conclusion reached in the principal case.

GOODWILL OF A REAL ESTATE AND LOAN BUSINESS.—Ellsworth and Jenkins agreed to dissolve their partnership as dealers in real estate and loans. Jenkins continued to act as liquidating partner for four years, to the time of his death. After his death his administrator, Macfadden, the widow of Jenkins and a clerk formed the Ellsworth-Jenkins Company to deal in real estate, and took over the old business. Mrs. Jenkins claimed that the goodwill of the Ellsworth and Jenkins firm should be reckoned as worth $4500 to the new company. *Held,* that the goodwill should have been accounted for as an asset of the decedent's estate, and as worth that sum, (N. Dak. 1918), 169 N. W. 151.

This decision shows an encouraging tendency of the courts to get away from the *a priori* method of reasoning by starting from a fixed definition and attempting to bring the facts of the case within the definition in order to determine the rights of the parties. The court begins in the time honored way by citing various definitions including of course Lord Eldon's in *Cruthwell* v. *Lye,* 17 Ves. 335, 346, that "good will * * * is nothing more than the probability that the old customers will resort to the old place." The court shows the in-

sufficiency of this and cites other definitions that improve upon it, but then, in place of making another definition under which the present set of facts might be brought, the court goes straight to the heart of the matter by saying that "The law as other big institutions of modern society, is advancing. It has broadened in its conception of human rights, including property rights." It concludes that we have here a property right of value and that the value has been assessed by the lower court at the right amount. By thus turning from the rule of law to the simple question of the right of the party claimant the court arrives at a correct conclusion by a perfectly simple process avoiding all the pitfalls of the logical syllogism with its possible errors arising from a divided middle and incidentally also avoids the enunciation of another definition of goodwill with which to trouble us.

INJUNCTION-SALE OF BUSINESS—AGREEMENT NOT TO COMPETE.—D sold his business and good will to A and, as part of the consideration, agreed that he would not "directly or indirectly enter into business in Sioux Rapids, Iowa, in competition with" A for five years. A sold the business and good will to P to whom A assigned the "contract" with D. D re-entered business in competition with P. Bill by P to restrain D from entering into competition with him in violation of the agreement. *Held*: Injunction should be granted. *Sickles et al.* v. *Lauman,* (Iowa, 1918) 169 N. W. 670.

The defendant contended that the contract gave to A a mere personal right which could not be assigned to P, the second purchaser of the business. This argument had no weight with the court; for the question had been already settled in Iowa. *Hodge, Elliot & Co.* v. *Lowe,* 47 Iowa 137. This is in accord with the views of nearly all courts. As was well said in *Francisco* v. *Smith,* 143 N. Y. 488, "such an agreement is a valuable right in connection with the business it is designed to protect and going with the business it may be assigned and the assignee may enforce it just as the assignor could have enforced it, if he had retained the business. The agreement could have no independent existence or vitality aside from the business." Even if the covenant or agreement had not been assigned, the assignee (purchaser) of the business would be entitled to enforce it. *American Ice Co.* v. *Merkel,* 109 App. Div. 93; *Fleckinstein* v. *Fleckinstein,* (N. J. Ch.) 53 Atl. 1043. Conveyancing forms do not permit a covenant to be made with a business, but such is the intent of the parties. The purpose is to give additional value to the business sold; and as the covenant is designed primarily to protect the business sold it ought to 'run' with the business. In fact it seems preferable to treat such a covenant as an equitable servitude.

LIBEL,—PRIVILEGE, EXCESS, PUBLICATION TO A CLERK.—Under an agreement between defendants and M, the latter selected plaintiff, Roff, as an arbitrator. Defendants then wrote M, "We decline to accept a man with the German name of Roff as arbitrator." The letter was sent in the usual way by post to M, where it was opened by one of M's clerks, who placed it upon the desk of another clerk, who gave it to M. Plaintiff was not a German at all, and on learning of the facts, sued the defendants for libel, in the publication to M.